



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Housing Production Plan Consultant	Planning	P-16-15	Thursday September 17, 2015 at 2:00 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195.

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer August 13, 2015

TOWN OF BROOKLINE - PURCHASING DIVISION
333 Washington Street Brookline, Massachusetts 02445

REQUEST FOR PROPOSALS

HOUSING PRODUCTION PLAN CONSULTANT

GENERAL

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws, Ch. 30B for a Housing Production Plan for the Town of Brookline.

The Town of Brookline, acting by and through the Department of Planning and Community Development, seeks qualified consultants to prepare a Housing Production Plan for approval by the Board of Selectmen and submission to the Massachusetts Department of Housing and Community Development.

Procedures under this Request for Proposals (RFP) require a separate and confidential submission of pricing and a separate submission of a Technical Proposal. Technical Proposals will be evaluated without knowledge of prices by a committee appointed by the Chief Procurement Officer. The Chief Procurement Officer will determine the most advantageous Proposal after taking into consideration the evaluation of Technical Proposals made by the committee together with a consideration of prices.

Any questions pertaining specifically to the Scope of Services for this RFP are to be directed to: Alison Steinfeld, Planning Director, Planning Department, 333 Washington Street, Brookline, MA 02445; telephone: (617) 730-2130; email: asteinfeld@brooklinema.gov.

Any questions pertaining to the overall RFP are to be directed to David Geanakakis, Chief Procurement Officer, Purchasing Division, 333 Washington Street, Brookline, MA 02445; telephone: (617) 730-2195; fax (617) 264-6446; email: dgeanakakis@brooklinema.gov.

Proposals may be held open for a period of one hundred twenty (120) days from the proposal due date unless award is made sooner or the time for award is extended by consent of all parties concerned. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

Proposals must be sealed, clearly marked and should be submitted to:

Town of Brookline Town Hall
Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

The deadline for submission of proposals is Thursday, September 17, 2015 at 2:00 p.m., at which time the Technical Proposals shall be opened in confidence in accordance with Ch. 30B, Section 6(d). Proposals received after that date and time will be rejected.

It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

NOTE: Cost proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Technical Proposal shall be submitted as follows:

Each respondent shall submit twelve (12) copies (1 original and 11 copies) of the Technical Proposal in a separate and sealed envelope clearly marked:

Proposal Envelope A—Technical Proposal

Housing Production Plan Consultant

Reference # P-16-15

Bidder's Name_____

Cost Proposal shall be submitted as follows:

Each respondent shall submit three (3) copies (1 original and 2 copies) in an 8 ½ x 11 format in a separate and sealed envelope clearly marked:

Proposal Envelope B—Cost Proposal

Housing Production Plan Consultant

Reference # P-16-15

Bidder's Name_____

The Cost Proposal shall identify costs per task, including the fully burdened hourly rate of each individual assigned to each task. If modifications are proposed to the Scope of Services, the costs of said modifications should be clearly identified.

BACKGROUND

The Town of Brookline, acting by and through the Department of Planning and Community Development (Planning Department) at the direction of the Board of Selectmen, requests responses from consultants interested in developing a Housing Production Plan (HPP) consistent with the Guidelines dated December 2014 issued by the Department of Housing and Community Development (DHCD) under its regulatory authority established by 760 CMR 56.00. As expanded upon below, both the Housing Advisory Board (HAB) and the Planning Board of the Town of Brookline are deeply involved in this planning initiative and will partner with the Planning Department to support the selected Consultant in preparing the Housing Production Plan.

Brookline has a longstanding commitment to creating and supporting affordable housing. The Town has expended substantial municipal resources to facilitate the development and preservation of affordable housing. In addition, by adopting and applying inclusionary zoning to residential developments, Brookline has both directly and indirectly participated in the production of affordable housing ranging from traditional public housing to creative mixed-income projects. One of the goals of this HPP shall be to guide the Town in its future efforts to increase the stock of affordable housing.

Despite the Town's commitment and efforts to respond to the need for affordable housing, its Subsidized Housing Inventory (SHI) remains below the 10% goal at approximately 9% (unofficially). Accordingly, the Town is seeking to meet one of the certification thresholds to protect the Town from "unfriendly" 40B's, while at the same time developing a plan to guide the development of affordable housing to appropriate sites that complement the integrity of our residential and commercial areas.

In 2005, The Planning Department prepared and submitted an Affordable Housing Planned Production Schedule under the Planned Production regulatory provision 760 CMR 31.07 in order to promote the creation of affordable housing. At that time, the Planning Department recognized that the Town could not meet the State's annual production criteria of .75% of the total housing units (approximately 200 units) in order to be approved by DHCD. Accordingly, while commending the Town on its initiative in taking proactive steps toward increasing opportunities for affordable housing, DHCD did not approve the Town's plan.

A number of exacerbating factors exist—and in fact have been compounded since 2005: limited undeveloped and extremely high-cost land, increasing developer interest in demolishing existing structures to create greater density, and resident resistance to significant increases in density. Consequently, the Town is now undertaking the preparation of a Housing Production Plan to provide safe-harbor status to Brookline and is expressly responding to the following Resolution adopted by Town Meeting in May of this year:

"HAB and the Planning Board are requested to take advantage of available planning tools to ensure that Brookline makes progress towards its affordable housing goal in a manner that: (a) optimizes the Town's opportunity to secure Chapter 40B 'safe harbor' status, including through the development of a Housing Production Plan that will be acceptable to the commonwealth's Chapter 40B regulators; and (b) is sensitive to the integrity of existing residential properties and neighborhoods."

The Town of Brookline is therefore seeking to engage a consultant to produce a Housing Production Plan in order to achieve two fundamental objectives:

- A. Approval of a Housing Production Plan by the Board of Selectmen, the specific provisions of which will make it eligible for DHCD approval, implementation of which make it eligible for DHCD certification and achievement of a "Safe Harbor" status under Chapter 40B regulations
- B. Achievement of the 10 percent affordable housing goal under Chapter 40B definitions and standards

SCOPE OF WORK

The selected Consultant will be required to prepare and deliver a written HPP to the Town that is consistent with the December 2014 Guidelines promulgated by DHCD and meets the regulatory requirements for HPPs contained in 760 CMR 56.

Given that the Planning Department prepared a Planned Production Schedule in 2005 and the Town is a Community Development Block Grant entitlement community and member of a HOME consortium (both requiring the ongoing preparation of housing planning documents), the Town has a great deal of information already prepared and available for use by the selected Consultant. It is also important to note that, as part of a series of ongoing and planned studies being undertaken by the Town, the Town will be separately engaging a consultant to prepare a Strategic Asset Plan, which is essentially a public facilities plan focusing on municipally-owned property and the projected need for public services and facilities. The Strategic Asset Plan will be proceeding essentially at the same time as the HPP process. The Planning Department will be responsible for coordinating the two studies including sharing information amongst the two consulting firms, minimizing if not eliminating duplication of effort, and avoiding conflicting recommendations.

Since a significant amount of data generation will not need to be performed by the Consultant under this RFP, the focus of the HPP contract will be on implementation strategies informed and shaped by public involvement, as expanded upon below. The extent to which implementation strategies will be viable and effective will be determined in large measure by the extent to which the public accepts, concurs with and supports the strategies. Public participation is a long-standing priority of the Town of Brookline and a fundamental component of its government structure and operations. Therefore, the active and genuine involvement of all constituencies will be crucial in the ultimate success of the HPP. The Town is committed to insuring that the process is transparent and encourages the participation of all

constituencies, particularly as it relates to the identification of public and private sites that are appropriate for affordable housing development.

The Consultant shall be available to meet periodically with a working group consisting of representatives of the Housing Advisory Board, Planning Board and Planning Department. These meetings will be held during normal working hours and not exceed one per month. The Planning Department will administer the contract, be available to respond to questions on a daily basis, and provide administrative support in scheduling and coordinating both public and in-house meetings.

The Consultant shall comprehensively address each of the elements identified and expanded upon in the aforementioned DHCD Guidelines and undertake the following specific tasks:

Task 1: Conduct a Comprehensive Housing Needs Assessment

The Planning Department will provide existing data and plans to assist in the preparation of the HPP. Available supporting data includes:

Consolidated Plan FY16-FY20
HOME Housing Needs Assessment
Analysis of Impediments to Fair Housing Choice
Comprehensive Plan 2005-2015
2005 Housing Planned Production Schedule
2010 Census Update

Task 2: Formulate affordable housing goals

Task 3: Develop implementation strategies

1. Develop criteria to identify both privately and Town-owned sites that would be suitable for development of affordable housing
 - a. Facilitate a public meeting conducted by the Planning Board, HAB or a combination of both
 - (1) Update, inform and educate the public
 - (2) Discuss general characteristics and/or potential criteria for site selection
 - (3) Solicit input
 - b. Establish a range of criteria in response to public input (may require prioritizing the criteria—at this stage or later—to facilitate site selection)
2. Provide an update and explain criteria at a Board of Selectmen public meeting
3. Identify and examine public and private sites that meet (to varying degrees) the established criteria
 - a. Facilitate a public meeting sponsored by the Planning Board, HAB or a combination of both
 - (1) Explain criteria
 - (2) Identify potential public and private sites in context of the established criteria
 - b. Select a preliminary list of specific sites that meet established criteria
 - c. Facilitate a public meeting conducted by Planning Board, HAB or a combination of both
 - (1) Discuss relative merits and demerits of each site

- (2) Explain development constraints and limitations and possible mitigation measures of each site
- (3) Provide affordable housing options for each site (various densities, mixed-use, etc.)
- d. Identify and examine strategies to encourage the production of affordable housing on identified sites
 - (1) Guide "friendly" 40B and/or LIP developments to suitable sites
 - (2) Explore and examine alternative strategies to produce affordable housing (rezoning, overlays, mixed-use developments, etc.)
 - (3) Examine the suitability of adopting 40R and/or 40S programs in Brookline
- e. Prepare a timeline for housing production to meet goals and secure certification
- f. Present preliminary findings to joint meeting of the HAB and Planning Board for public discussion
- g. Refine preliminary findings

Task 4: Prepare and present the Housing Production Plan at a public meeting of the Board of Selectmen

PROJECT SCHEDULE

The Town is anxious to complete this study as soon as possible given the escalating interest expressed by a number of private developers in pursuing 40B projects and the need to secure safe harbor protection from 40B projects that are inconsistent with local needs. It is assumed that the Consultant can complete its work within six months from the notice to proceed. However, each respondent must address the issue of project schedule in its response to this RFP and indicate if an alternative schedule is warranted and/or possible.

DELIVERABLES

The Consultant shall provide the following deliverables to the Town:

- Power point presentations for each of the public meetings identified above
- Twenty (20) bound copies of the Housing Production Plan, including twenty (20) copies of a separate stand-alone Executive Summary, in both written and electronic format

PROPOSAL CONTENTS

I. Technical Proposal

A. The technical proposal shall contain, at a minimum, the following:

- 1. Letter of interest
- 2. Proposal interest form
- 3. At least three relevant references, including contact name, phone number, e-mail address, and nature of project work. Note: preference will be given to respondents who have comparable experience in Massachusetts communities.
- 4. For the Proposer (including any proposed subcontractors), a biography describing the proposer's history, location(s), legal composition, ownership, organizational structure and key staff; evidence of prior experience with completed projects of a similar scope and magnitude; information regarding the type of other projects and developments including location and dollar value; and history of working with neighborhood groups and local officials in a major planning project.

5. Background information on each team member including resume, relevant experience, proposed role in the development of the Housing Production Plan, and extent to which s/he has worked with other team members.
6. Certificate of Authority (if the proposer is a corporation)

B. The Technical Proposal should also include:

1. A discussion of the Scope of Work that indicates an understanding of the scope and methodology, and how the Respondent proposes to respond to the overall objective of creating an HPP that will be eligible for approval by DHCD and will be implementable by the Town.
2. A discussion of the public participation process, including expanding upon the basic parameters provided in the above scope with the understanding that genuine public participation involving a wide range of constituencies is critical to the long-term success of the Housing Production Plan.

Respondents are encouraged to include in their Technical Proposals a discussion of alternative and/or supplemental approaches based on their experience and best professional judgment to involve the public in difficult and potentially controversial land use issues. The Cost Proposal shall identify the costs associated with these alternative and/or supplemental approaches, if any.

3. A timeline identifying the amount of time allocated to each task, including a total timeframe for performance of the Scope of Services.

EVALUATION OF PROPOSALS

Minimum Evaluation Criteria

The Chief Procurement Officer (CPO) shall review all responses to ensure that each proposal includes the following aforementioned material, which shall constitute the Minimum Evaluation Criteria:

- Letter of interest
- Proposal interest form
- At least three relevant references, including contact name, phone number, e-mail address, and nature of project work. Note: preference will be given to respondents who have comparable experience in Massachusetts communities.
- For the Proposer (including any proposed subcontractors), a biography describing the proposer's history, location(s), legal structure, ownership, organizational structure and key staff; evidence of prior experience with completed projects of a similar scope and magnitude; information regarding the type of other projects and developments including location and dollar value; and history of working with neighborhood groups and local officials in a major planning project.
- Background information on each team member including resume, relevant experience, proposed role in the creation of a Housing Production Plan, and extent to which s/he has worked with other team members.
- Certificate of Authority (if the proposer is a corporation)

All Technical Proposals that the CPO determines meet said minimum evaluation criteria shall be referred to an Evaluation Committee, appointed by the CPO.

Comparative Evaluation Criteria

Each proposal referred to the Evaluation Committee by the CPO shall be rated according to the following comparative evaluation criteria. Each of the criteria will be weighted equally.

Criterion: Quality and breadth of proposal and understanding of the complexity of the task

Highly advantageous: Application is clear, well-organized and expands upon the content of the RFP to indicate a full grasp of the issues involved.

Advantageous: Application is generally clear, reasonably well-organized but fails to indicate a full understanding and grasp of the issues involved.

Unacceptable: Application is not clear and/or not well-organized and fails to indicate an understanding and grasp of the issues involved.

Criterion: The breadth and extent of experience of the team members in preparing Housing Production Plans

Highly advantageous: All of the professional team members have direct and applicable experience in preparing at least two Housing Production Plans.

Advantageous: At least one of the professional team members has prepared at least one Housing Production Plan.

Unacceptable: None of the professional team members has experience in preparing a Housing Production Plan.

Criterion: The breadth and extent of experience in and knowledge of regulatory and land use planning in Massachusetts, including but not necessarily limited to Chapters 40A, 40B, 40R and 40S.

Highly advantageous: The professional team has extensive experience and proven ability in applying Massachusetts land use statutes and regulations.

Advantageous: The professional team has limited experience with Massachusetts land use statutes and regulations.

Unacceptable: The professional team has no experience with Massachusetts land use statutes and regulations.

Criterion: Knowledge of and experience with real estate development and affordable housing issues

Highly advantageous: The professional team has extensive knowledge of and experience with real estate development and affordable housing issues.

Advantageous: The professional team has limited knowledge of and/or experience with real estate development and affordable housing issues.

Unacceptable: The professional team has no knowledge or experience with real estate development and affordable housing issues

Criterion: The responsiveness of the proposed public participation process to the overall goals of the Town

Highly advantageous: The team has experience in designing and implementing a complex public participation process in at least one community that places a high priority on transparent and inclusive planning projects.

Advantageous: At least one member of the team has been involved in facilitating a public participation process associated with a major planning study.

Unacceptable: None of the members of the professional team has experience in developing and implementing a strong public participation process.

Evaluation Committee

An Evaluation Committee shall be established by the CPO.

The Evaluation Committee shall apply the Comparative Criteria, set forth above, to each proposal. Based on the presentation and written Technical Proposal submitted, the Evaluation Committee shall rate each proposal as: highly advantageous, advantageous, or unacceptable, in accordance with the provisions of M.G.L. Chapter 30B.

Following review of the Technical Proposals, the Evaluation Committee may, at its discretion, schedule individual interviews with any or all of the proposers for the purpose of further evaluation of a proposer's qualifications and ability to provide the required services.

Based on its review of the Technical Proposals, interviews, and Cost Proposals, the Evaluation Committee will make a recommendation to the Board of Selectmen for the award of a contract to the selected consultant.

The Town reserves the right to adjust the proposed plan of work and/or the proposed cost submitted by the selected consultant. The Town further reserves the right to reject all proposals and to not enter into a contract to prepare a Housing Production Plan.

BASIC CONTRACTUAL REQUIREMENTS

The Town may enter into a contract with the selected Respondent. Said contract will contain, at a minimum, the following basic provisions:

Hold Harmless Agreement:

The successful Bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Town of Brookline, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the successful Bidder, its employees, subcontractors or any independent contractors working under the direction of either the successful Bidder or subcontractor in the performance of this contract.

Workers Compensation Insurance:

The successful Bidder shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Massachusetts Workers Compensation Law on all the successful Bidder's employees carrying out the work involved in this contract.

General Liability Insurance:

The successful Bidder shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the successful Bidder or its employees carrying out the work involved in this contract.

Automobile Liability Insurance:

The successful Bidder shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the successful Bidder or its employees.

Subcontractors: In the case of any work sublet, the successful Bidder shall require subcontractors and independent contractors working under the direction of either the successful Bidder or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the successful Bidder.

Additional Insured:

The Town of Brookline, its officials and employees shall be named as additional insureds without restrictions on the successful Bidder's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

Proof of Insurance:

The successful Bidder shall furnish the Town of Brookline with Certificates of Insurance and a copy of the policies if requested by the Town. The name of the project or contract to be covered must be listed on the certificates of insurance. Before commencing any performance under this Contract, the successful Bidder shall deliver all the Certificates of Insurance to the Town certifying that the policies stipulated above are in full force and effect.

Insurance Cancellation or Material Change Notice:

The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellation, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the Town of Brookline, Purchasing Division, 333 Washington Street, Brookline, MA 02445, via certified mail.

**TOWN OF BROOKLINE, MASSACHUSETTS
PURCHASING DIVISION
333 WASHINGTON STREET
BROOKLINE, MA 02445**

REQUEST FOR PROPOSAL

Housing Production Plan Consultant

PRICE PROPOSAL

TO BE SUBMITTED IN SEPARATE ENVELOPE B

Selection of a Respondent to perform this professional study will be based upon qualifications, experience, historical performance record, understanding of needs, price, suggested innovations, and the Respondent's proven capabilities. In addition to the data and documentation being submitted by the Respondent in response to this request, the municipality will also rely on information received from the references submitted with proposal.

Bidder's Name: _____

Name of Individual or Company Making Proposal

The prices quoted and totaled below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by contractor.

The following detailed price proposal is based upon the Scope of Services. Consultants are encouraged, where appropriate, to propose creative, innovative and cost-effective approaches to the Scope of Services. The Technical Proposal and Price Proposal may reflect modifications or alternative approaches to the general Scope of Services.

TOTAL PRICE

\$ _____

The Town of Brookline reserves the right to choose any or all of the phases or tasks to be resulting from this RFP. **Vendors MUST provide pricing on all phases and tasks.** Some of the phases and tasks may not be awarded and deleted phases and tasks may be assumed by the Town.

**TOWN OF BROOKLINE, MASSACHUSETTS
PURCHASING DIVISION
333 WASHINGTON STREET
BROOKLINE, MA 02445**

REQUEST FOR PROPOSAL

Housing Production Plan Consultant

PROPOSAL SIGNATURE FORM

THIS FORM IS TO BE SUBMITTED IN ENVELOPE A - TECHNICAL PROPOSAL

The undersigned, hereafter called the proposer, having fully familiarized him/herself with the entire Request for Proposal documents, hereby agrees and declares:

1. That prices inserted in the Price Proposal (Envelope A) cover all necessary expenses to fulfill the conditions of the contract within the time stated.
2. Pursuant to M.G.L. c. 62C, § 49A, the proposer hereby certifies that the proposer has filed all state tax returns and paid all state taxes required under law.
3. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

The following items are to be completed by the Proposer, if applicable:

Our Company is: A Corporation _____
 A Partnership _____
 Individually Owned _____
 Other (specify) _____

Company Name: _____

Social Security or Federal Identification Number: _____

Signature of Individual or Authorized Official: _____

Title of said Individual or Official: _____

Address: _____

Telephone Number: _____

E-mail Address: _____



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.



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Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

INSTRUCTIONS TO PROPOSERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **REQUEST FOR PROPOSAL**, which is enclosed herewith, is an integral part of these instructions.
2. **BID (VENDOR) LISTS.** Vendors who wish to remain on the active bid list must either submit a proposal or a letter of explanation as to the reason for not submitting same, no later than the official PROPOSAL OPENING.
3. **MARKING ENVELOPS.** The Proposal must be filled out on the form(s) prescribed and enclosed in sealed envelopes which shall be marked on the outside with the word "TECHNICAL PROPOSAL" or "PRICE PROPOSAL", the Proposal Title, Proposal Reference Number, and the name and address of the proposer.
4. **SAMPLE.** The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the proposal documents that samples are required, full size samples must be submitted not later than the official PROPOSAL OPENING. Failure to submit said samples may be regarded as a basis for rejecting a proposal. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES.** Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **PRICE PROPOSAL FORM.** The proposal price(s) must be typewritten in or written in ink in the space(s) provided on the official PRICE PROPOSAL FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.

INSTRUCTIONS TO PROPOSERS - Page 2.

7. **CASH TERMS.** Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

8. **PROPOSAL DOCUMENTS.** The proposer is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all proposals are based upon full compliance with the various provisions contained in said documents. The documents comprising the proposal consist of (a) Request for Proposal (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Proposers (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Price Proposal Form. The same documents will be incorporated into the contract documents. One set of the Request for Proposal is given to each proposer. A complete, original set of documents is to be returned, properly signed and executed. A copy of the documents submitted should be kept for the proposer's file.

9. **MINORITY BUSINESS ENTERPRISE PROGRAM.** Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. **NOTICE CONCERNING UNEXPECTED CLOSURES:** If, at the time of the scheduled proposal opening, Town Hall is closed due to inclement weather or other unforeseeable events, the proposal opening will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Robert Sneirson, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at rsneirson@brooklinema.gov



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617-730-2195
Fax: 617-264-6446

GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.

(b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).

(d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the

production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this ByLaw.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.